



Revision number:

Purchasing Agent: DEBBIE GUNDERSEN

**Item: DATA COMMUNICATIONS SERVICES (INCLUDING FRAME RELAY SERVICE, ATM SERVICE, BROADBAND DSL SERVICE & DIAL-UP SERVICE) (DUAL AWARD)**

Vendor: 00489E O AT&T Government Markets  
3 Triad Center  
345 North West Temple, #160  
Salt Lake City, Utah 84180

Internet Homepage:

Telephone: (801) 237-1094

Fax number:

Contact: Rick Mandani

Email address: [mandani@att.com](mailto:mandani@att.com)

Brand/trade name: AT&T

Price: SEE ATTACHED PRICE LIST  
Terms: Net 30  
Effective dates: 11/22/02 to 11/11/03  
Days required for delivery:  
Price guarantee period: 90 Days  
Minimum order: None  
Min shipment without charges: N/A  
Other conditions: FIVE (1) YEAR RENEWAL OPTIONS.

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NOTE: THIS IS A NEW CONTRACT. IT REPLACES PARTS OF AR943. ALSO REFER TO AR1578, AR1579, & AR1580.

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Remit To: AT&T  
Box 78214  
Phoenix, AZ 85067

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED IN THE PRICE SCHEDULE. IT IS THE RESPONSIBILITY OF THE AGENCY TO ENSURE THAT OTHER ITEMS PURCHASED ARE INVOICED SEPARATELY. ALL STATE AGENCY CAPITAL OUTLAY PURCHASES OVER \$10,000.00 MUST HAVE PRIOR WRITTEN APPROVAL FROM THE DIVISION OF FINANCE. STATE AGENCIES WILL PLACE ORDERS DIRECTLY WITH THE VENDOR AND MAKE PAYMENT FOR THE SAME ON DF-50 (WARRANT REQUEST). AGENCIES WILL RETURN TO THE VENDOR ANY INVOICE WHICH REFLECTS INCORRECT PRICING.

This Statewide Contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The Authorization requirements and procedure is detailed in the attachment to the contract. Orders may be placed only after Authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



AUTHORIZATION DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BRENDA HULPHERS WITH DAS/ITS AT 538-3642 FOR ASSISTANCE. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

**STATE OF UTAH - STATEWIDE CONTRACT**  
**CONTRACT NUMBER AR-1581**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following **CONTRACTOR**:

A T&T Government Markets  
Name

5245 South College Drive  
Address

Murray, UT 84123  
City State Zip

Federal Tax ID# 13 4924710 Vendor # \_\_\_\_\_

Vendor Contact Person: Rick Mandahl

Vendor Fax #: 801-269-3801

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Commodity Codes: 91579, 92002, 92037

Vendor Phone #: 801-237-1094

Vendor email address: mandahl@att.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:  
Data Communications Services (Including Frame Relay Service, ATM Service, Leased Line, Broadband DSL Service and Dial-up Service).
3. **CONTRACT PERIOD:** Effective date November 22, 2002 Termination date November 12, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: Three (1) year renewal options
4. **PRICING AS PER ATTACHMENT A (Addendum 1)**  
PAYMENT TERMS: Net 30  
DAYS REQUIRED FOR DELIVERY: Varies  
MINIMUM ORDER: None  
FREIGHT TERMS: N/A
5. **ATTACHMENT A:** Standard Terms and Conditions (Revised), Statewide Price Agreement  
**ATTACHMENT B:** AT&T Agreements  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE, BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, Contractor's response to Bid # LW2905, and Bid # LW2905 dated 5/7/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

Fleetwood B. Lilley  
Contractor's signature

Fleetwood B. Lilley, Contracts Director  
Type or Print Name and Title

11/21/02  
Date

**STATE OF UTAH**

Douglas G. Richins  
Douglas G. Richins  
Director, Division of Purchasing

Robert Woolley  
Robert Woolley  
Deputy Director  
Division of Information Technology

NOV 25 2002  
Date

## Attachment A

### Standard Contract Terms and Conditions (Revised) State of Utah, Statewide Contracts (Request for Proposals)

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co. This clause will supercede any clauses to the contrary in any attachments and in any Service Guides.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least three years after the contract terminates, or until all audits initiated within the three years have been completed, whichever is later.
5. **AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
8. **LIMITATIONS OF LIABILITY.** UNDER NO CIRCUMSTANCES IS CONTRACTOR LIABLE FOR ANY OF THE FOLLOWING: (i) THIRD-PARTY CLAIMS AGAINST THE STATE FOR LOSSES OR DAMAGES, EXCEPT AS PROVIDED UNDER THE PARAGRAPH ENTITLED "INDEMNIFICATION;" (ii) LOSS OF, OR DAMAGE TO STATE RECORDS OR DATA; OR (iii) EXCEPT FOR CONTRACTOR'S OBLIGATIONS SET FORTH IN SECTION 9(b)(i), SPECIAL OR INCIDENTAL OR INDIRECT DAMAGES OR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF CONTRACTOR IS INFORMED OF THEIR POSSIBILITY. CONTRACTOR'S TOTAL LIABILITY TO THE STATE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID BY THE STATE UNDER THE PARTICULAR SOW THAT GAVE RISE TO THE LIABILITY. BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES IN THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY THE OTHER PARTY OR THIRD PARTIES; AND, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW, UNAUTHORIZED ACCESS BY A THIRD PARTY OR LOSS OR DESTRUCTION OF THE OTHER PARTY'S OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

NOTHING IN THIS SECTION LIMITS THE STATE'S RESPONSIBILITY FOR THE PAYMENT OF CHARGES DUE AS PROVIDED IN THIS AGREEMENT.

#### 9. INDEMNIFICATION, INCLUDING PATENT INDEMNITY:

9.1 **INJURY TO PERSONS OR DAMAGE TO PROPERTY.** Contractor will indemnify the State and its affiliates, employees, subcontractors and agents against all proven direct damages for bodily injury (including death) and proven direct damages to real and tangible personal property to the extent that such loss was proximately caused by the negligence, gross negligence or willful misconduct of any person for whose conduct Contractor is responsible and which arises from the performance or receipt of work hereunder, except that the foregoing indemnification obligation will not apply to claims relating to Contractor's performance of the Services brought by (a) any person to whom the State granted access to the Services; (b), any third party to Contractor to whom Services have been provided under this Contract for the benefit of the State (including, but not limited to, State's franchisees, vendors, and suppliers); and (c) any customer of the State's products or services.

9.2 **PATENT INDEMNITY.** CONTRACTOR agrees to defend or settle any claim against THE STATE and to pay all damages that a court may award against the STATE in any suit that alleges a Service infringes any patent, trademark, copyright or trade secret,



except where the claim or suit arises out of or results from: modifications to the Services or combinations of the Service with other services or products, by the STATE or others; or, CONTRACTOR's adherence to the STATE's written requirement.

Should any services, goods/hardware or software supplied by CONTRACTOR under this Agreement, or the operation thereof become, or in CONTRACTOR's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the STATE shall permit CONTRACTOR, at its option and expense, either to procure for the STATE the right to continue using the services, goods/hardware or software, or to replace or modify the same to become non-infringing and continue to meet the procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such services, goods/hardware or software by the STATE shall be prevented by injunction, CONTRACTOR shall discontinue providing the services to the STATE, and shall refund to THE STATE any charges for non-usage based services paid in advance of the rendering of the services; the STATE shall be responsible for all usage charges for the infringing services up through the date that CONTRACTOR discontinues providing the services. CONTRACTOR shall also take back such goods/hardware or software, and refund any sums the STATE has paid CONTRACTOR less any reasonable amount for use or damage, as mutually agreed between the parties. If cessation of the affected services or the return of the infringing tangible deliverables makes the continuation of the Agreement (or any affected SOW) impracticable, the STATE shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. CONTRACTOR agrees to either refund to the STATE any charges for non-usage based services paid in advance or to take back any tangible deliverables and refund any sums the STATE has paid CONTRACTOR for the returned deliverables, less any reasonable amount for use or damage as mutually agreed between the parties.

9.3 The indemnified party under this Agreement: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

**10. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**11. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**12. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**13. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

**14. TERMINATION:**

**14.1 Termination for Default.** This contract may be terminated by either party upon failure to cure any notice of default as provided in Section 31, Default, by written notice from the non-defaulting party to the defaulting party. If the State determines that the Contractor's failure to perform is without the Contractor's control, fault, or negligence the termination shall be deemed a Termination for Convenience.

**14.2 Termination for Convenience.** Any contract entered into as a result of this proposal may be canceled without cause by the State upon 60 days written notice, in writing, prior to the effective date of the termination. Termination may be in whole or in part. If the contract is so terminated, the State is liable only for payments required by the terms of this Contract for Services received and accepted by the State prior to the effective date of termination, plus any termination charges associated with installation of services for the State as described in Contractor's proposal.

**14.3 Non-appropriation.** The State's obligation to make payments during any State fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the State shall have the right, upon sixty (60) days written notice to the Contractor, to terminate the Contract. The Contractor shall be reimbursed for the reasonable value of any costs incurred for services delivered under this Contract. In the event of cancellation by non-appropriation, termination charges will not apply.

**14.4 Termination Charges.** Termination Charges are identified in the various agreements listed under Attachment B. These charges will apply up to a maximum of 12 months of termination charges. Termination charges will not be charged to recover any discounts that have been received by the STATE.

**15. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**16. WARRANTY:**

16.1 The Services provided by CONTRACTOR will be performed in a good workmanlike and professional manner, and shall conform to generally prevailing industry standards and practices. CONTRACTOR AND ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS AND AGENTS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16.2 The services and/or deliverables provided by CONTRACTOR, as described in any contract or the SOW, are based upon, among other things, information provided by the State. IN THIS REGARD, CONTRACTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO CONTRACTOR BY THE STATE. THE STATE ACKNOWLEDGES AND AGREES THAT: (i) NONE OF THE INFORMATION FURNISHED BY THE STATE IN CONNECTION WITH SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY CONTRACTOR AND (ii) CONTRACTOR EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT, TO ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT CONTRACTOR KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES.

16.3 Pass-through of Manufacturer's Warranty. Notwithstanding the disclaimer set forth in this Section 16, CONTRACTOR shall make commercially reasonable efforts to pass through to the STATE any warranties available from Equipment manufacturers. All warranty issues shall be reconciled between the STATE and the Equipment manufacturer. If CONTRACTOR is maintaining the Equipment or supporting the STATE's use of the Equipment pursuant to an applicable SOW, then CONTRACTOR shall also facilitate the STATE's receipt (at the site of the Equipment's installation) of any warranty remedy offered by the Equipment manufacturer (e.g. repair, replace or refund) when such facilitation is reasonably requested by the STATE and CONTRACTOR's participation is necessary as under the Services of the Contract/SOW to effectuate such receipt of the warranty remedy. When reasonably requested by the STATE, CONTRACTOR will assist the STATE in its dealings with any Equipment Manufacturers.

**17. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**18. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices. The Contractor will work directly with the political subdivisions regarding orders, billing, and payments for services. Each political subdivision shall be liable for their purchases.

**19. QUANTITY ESTIMATES:** The quantity estimates (Minimum Annual Revenue Commitments) are listed in the AT&T agreements, under Attachment B. The Minimum Annual Revenue Commitments (MARC) as listed in Attachment B.1. and B.2. represent a combined MARC for both the Voice/Data Services (Frame Relay) and the Asynchronous Transfer Mode (ATM) Services.

**20. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**21. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**22. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**23. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**24. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount. Changes, additions or deletions to the products, services, quantities, or term of the proposed arrangement may result in changes to the rates, discounts, credits or other terms contained in this contract. Any such change, addition or deletion must be in writing and signed by authorized



representatives of both parties. CONTRACTOR reserves the right to increase charges as a result of expenses incurred by CONTRACTOR relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses). AT&T will take reasonable steps to provide the STATE with sixty (60) days notice prior to any such charges taking effect.

**25. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

**26. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) Purchasing Card. All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**27. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**28. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**29. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing. CONTRACTOR may, without consent, assign this Agreement, in whole or in part, to any of CONTRACTOR's affiliates.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The non-defaulting party will issue a written notice of default providing a reasonable period in which the defaulting party will have an opportunity to cure. If the default remains, after the defaulting party has been provided the opportunity to cure, the non-defaulting party may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, strikes, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract as provided in Section 14.2, Termination for Convenience, after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation, including terms and pricing, in accordance with the State of Utah Government Records Access and Management Act. In addition, documents that will be considered public information are sales orders, purchase orders, invoices, and payments.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which are identified as special terms and conditions, the special terms and conditions will govern.

**37. STATE RESPONSIBILITY:** The State shall use reasonable means to assure that The State and User's ("User means anyone who uses or accesses any Service purchased by the State under this Contract ) use of the Services and Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. CONTRACTOR reserves the right to terminate affected Services, and/or remove The State or Users' Content from the Services, if CONTRACTOR determines, in the exercise of its reasonable discretion, that such use or Content does not conform with the requirements set forth in this Contract or interferes with CONTRACTOR's ability to provide Services to The State or others or receives notice from a reputable source that the State or Users' use or Content may violate any laws or regulations. CONTRACTOR's actions or inaction under this Section shall not

constitute review or approval of the State or Users' use or Content. CONTRACTOR will use reasonable efforts to provide notice to the State before taking action under this Section.

### **38. ADJUSTMENTS TO MINIMUM ANNUAL REVENUE COMMITMENTS**

**38.1** In the event of a business downturn beyond Customer's control, or a reorganization of Customer's business, or network optimization using other AT&T Services, or reduction of AT&T's rates and charges, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's minimum annual revenue commitments, if any, under an Attachment, AT&T will offer to adjust the affected minimum annual revenue commitments so as to reflect Customer's reduced traffic volumes, after taking into account the effect of such a reduction on AT&T's costs and the AT&T prices that would otherwise be available at the revised minimum annual revenue commitment levels. If the parties reach mutual agreement on revised minimum annual revenue commitments, AT&T will amend or replace the affected Attachment, as applicable. Notwithstanding the foregoing, this provision shall not apply to a change resulting from a decision by Customer to transfer portions of Customer's traffic or projected growth to service providers other than AT&T. Customer must give AT&T written notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including, but not limited to, monthly recurring charges incurred by Customer prior to amendment or replacement of the affected Attachment.

**38.2** In the event that there is a significant shortfall in the Customer's ability to meet the Customer's minimum annual revenue commitment, under any Attachment, the parties agree to meet on or about the first anniversary of the Customer Initial Service Date, or at such other time(s) as the parties may mutually agree, but not more than once in any rolling 12-month period. AT&T and CUSTOMER will cooperate in efforts to develop a mutually agreeable proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example and not limitation, alternative proposals may include changes in rates, non-recurring charges, revenue and/or volume commitments, discounts, the multi-year service period and other provisions. If the parties reach mutual agreement on an alternative, AT&T will prepare and/or the parties will sign a contractual amendment to implement any mutually agreeable alternative proposal, subject to all applicable legal and regulatory requirements. This provision does not constitute a waiver of any charges, or any terms and conditions applicable to the customer, prior to the time the parties mutually agree to amend or replace this Agreement.

**39. SERVICE GUIDE MODIFICATIONS:** The parties acknowledge that AT&T's Service Guides, which may be modified from time to time by AT&T, will govern or affect certain Services covered under this Contract. AT&T may amend an applicable Service Guide from time to time, *provided, however*, that if AT&T revises an applicable Service Guide in a manner that is material and adverse to the State and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from the State, then the State may, as its sole remedy, elect to terminate the affected Service(s) on thirty (30) days written notice, given not later than ninety (90) days after the State first learns of the event(s) giving rise to the termination right. Examples of revisions to a Service Guide which shall not be considered material and adverse to the State include (i) if the changes affect only Services or Service Elements not in substantial use by the State at the time of the revision or (ii) if the revisions to the Service Guide change Rate and Charges that are not fixed (stabilized) in a Service Order Attachment.

### **40. INCLUDED DOCUMENTS:**

**40.1** The terms and conditions in this document will apply to all attachments. References to the "Entire Agreement" will include this document.

**40.2** The parties acknowledge that the AT&T Master Agreement has not been signed nor included in this Agreement. The terms and conditions of this attachment, Standard Contract Terms and Conditions, will cover the general terms of the Agreement.

**41. CONTRACT PERIOD:** The contract period, including renewal options, is listed on the STATE OF UTAH - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be effective until the termination date of this contract and subsequent renewal periods, at which point the automatic renewals shall terminate. Renewals will continue the Contract as if it were a single contract period.

Revision date: 11/18/200



## STATE OF UTAH AR#1581 AT&T ATM PRICING

Service available as LOCAL (intrastate) and DOMESTIC (interstate)

AT&T Contacts:  
Rick Mandahl  
801-237-1094  
[mandahl@att.com](mailto:mandahl@att.com)

Bryan Arnett  
801-568-3214  
[bdarnett@att.com](mailto:bdarnett@att.com)

AT&T ATM Service provides customers with the ability to integrate voice, video, data and multimedia applications onto a single network. It supports high-speed data applications, with the benefits of the minimum delay and delay-variability required for video and voice applications, all on a single infrastructure.

**DISCOUNTS:** State of Utah customers receive 72% discount off list pricing below unless noted otherwise: **THUS YOU PAY 28% of PRICES LISTED BELOW.**

The Discounts in the below table will apply to CUSTOMER's total undiscounted Monthly Charges ("Covered Charges") as set forth in the Rates Section.

Covered Charges	Discount Applied
Domestic ATM and FRS/ATM Interworking Service ATM Port Monthly Charges ATM PVC Monthly Charges IP Enabled ATM - Enterprise PVC Monthly Charges Switch Diversity Port Monthly Charges POP Diversity Port Monthly Charges ATM-DRO PVC Monthly Charges FRS/ATM SIW Access Port Monthly Charges FRS/ATM SIW Port Monthly Charges FRS/ATM SIW Hawaii Port Monthly Charges FRS/ATM SIW Puerto Rico/US Virgin Islands Port Monthly Charges FRS/ATM SIW Port Interconnection Monthly Charges FRS/ATM SIW PVC Monthly Charges FRS/ATM SIW DRO PVC Monthly Charges  Local ATM and FRS/ATM Interworking Service ATM Access Port Monthly Charges ATM Port Interconnection Monthly Charges ATM PVC Monthly Charges FRS/ATM SIW Access Port Monthly Charges FRS/ATM SIW Port Interconnection Monthly Charges FRS/ATM SIW PVC Monthly Charges	72%
Enhanced DSL Access to Frame Relay Service DSL Access Port Monthly Charge	10%

**NOTE -- Two forms of ATM services are quoted:  
LOCAL for instate services  
DOMESTIC for interstate services**

## LOCAL ATM

### What is AT&T Local ATM Service?

AT&T Local Asynchronous Transfer Mode (ATM) Services provide technology for data, video, voice and multimedia networking as well as the flexibility and performance needed to work seamlessly with services such as Frame Relay and private line while providing an evolutionary path to new networking technologies like Universal porting and IP.

### Local ATM Access Ports: deduct 72% from prices posted below.

Local ATM Access Port * Type/Speed	Local ATM Access Port - Monthly Charges <sup>1,2</sup>					
	Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
	128	320	422	520	628	722
	130	324	438	524	644	726
	132	336	458	552	656	730
	224	340	460	560	660=Utah	732
	228	356	470		666	
	234	358	472		672	
	236	922	474		674	
	238		476			
	920		952			
DS1 (1544 Kbps)	\$710.00	\$1,070.00	\$1,050.00	\$1,070.00	\$650.00	\$990.00
DS3 (44,736 Mbps)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
OC3 (155,520 Mbps)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

1. In addition to the above monthly charge, a Local ATM Access Port Installation Charge is \$1,000.00.
  2. A Port Change Charge of \$100.00 will apply for each change. CUSTOMER can request to increase or decrease an Access Port speed, or change a Local Access Port to a Domestic Port or a Domestic Port to a Local Access Port, where allowed, at any time during the Service Period of this Attachment.
- \* Local ATM Access Ports are provided on an Individual Case Basis subject to the availability of capacity.

### Local Inverse Multiplexing for ATM (IMA) Access Port: deduct 72% from prices posted below.

Local IMA ATM Access Port * Type / Speed	Local IMA ATM Access Port - Monthly Charges <sup>1,2</sup>					
	Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
	128	320	422	520	628	722
	130	324	438	524	644	726
	132	336	458	552	656	730
	224	340	460	560	660=Utah	732
	228	356	470		666	
	234	358	472		672	
	236	922	474		674	
	238		476			
	920		952			
3.088 Mbps	\$1,775.00	\$1,775.00	\$1,775.00	\$1,775.00	\$1,775.00	\$1,775.00
4.632 Mbps	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
6.176 Mbps	\$3,135.00	\$3,135.00	\$3,135.00	\$3,135.00	\$3,135.00	\$3,135.00
7.720 Mbps	\$3,815.00	\$3,815.00	\$3,815.00	\$3,815.00	\$3,815.00	\$3,815.00
9.264 Mbps	\$4,495.00	\$4,495.00	\$4,495.00	\$4,495.00	\$4,495.00	\$4,495.00
10.808 Mbps	\$5,170.00	\$5,170.00	\$5,170.00	\$5,170.00	\$5,170.00	\$5,170.00
12.352 Mbps	\$5,835.00	\$5,835.00	\$5,835.00	\$5,835.00	\$5,835.00	\$5,835.00

1. In addition to the above monthly charge, a Local ATM Access Port Installation Charge is \$1,000.00.
  2. A Port Change Charge of \$100.00 will apply for each change. CUSTOMER can request to increase or decrease an Access Port speed, or change a Local Access Port to a Domestic Port or a Domestic Port to a Local Access Port, where allowed, at any time during the Service Period of this Attachment.
- \* Local ATM IMA Access Ports are provided on an Individual Case Basis subject to the availability of capacity.

**Local ATM Port Interconnection: deduct 72% from prices posted below.**

Local ATM Port Interconnection - Monthly Charges <sup>1</sup>						
Local ATM Port * Type/Speed	Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
	128	320	422	520	628	722
	130	324	438	524	644	726
	132	336	458	552	656	730
	224	340	460	560	660=Utah	732
	228	356	470		666	
	234	358	472		672	
	236	922	474		674	
	238		476			
	920		952			
DS1 (1544 Kbps)	\$2,125.00	\$1,765.00	\$1,785.00	\$1,765.00	\$2,185.00	\$1,845.00
DS3 (44.736 Mbps)	\$7,075.00	\$7,075.00	\$7,075.00	\$7,075.00	\$7,075.00	\$7,075.00
OC3 (155.520 Mbps)	\$27,860.00	\$27,860.00	\$27,860.00	\$27,860.00	\$27,860.00	\$27,860.00

1. A Local ATM Port Interconnection Monthly Charge will apply to every Local ATM Access Port / Local ATM Port connected to a Domestic ATM PVC or to a Domestic FRS/ATM Interworking PVC. The Local ATM Port Interconnection Monthly Charge is in addition to the Local ATM Access Port Monthly Charge / Local ATM Port Monthly Charge.

\* Local ATM Port Interconnections are provided on an Individual Case Basis subject to the availability of capacity.

**Local Inverse Multiplexing for ATM (IMA) –Port Interconnection: deduct 72% from prices below.**

Local IMA ATM Port Interconnection - Monthly Charges <sup>1</sup>						
Local IMA ATM Port* Type/Speed	Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
	128	320	422	520	628	722
	130	324	438	524	644	726
	132	336	458	552	656	730
	224	340	460	560	660=Utah	732
	228	356	470		666	
	234	358	472		672	
	236	922	474		674	
	238		476			
	920		952			
3.088 Mbps	\$4,220.00	\$4,220.00	\$4,220.00	\$4,220.00	\$4,220.00	\$4,220.00
4.632 Mbps	\$5,405.00	\$5,405.00	\$5,405.00	\$5,405.00	\$5,405.00	\$5,405.00
6.176 Mbps	\$6,585.00	\$6,585.00	\$6,585.00	\$6,585.00	\$6,585.00	\$6,585.00
7.720 Mbps	\$7,770.00	\$7,770.00	\$7,770.00	\$7,770.00	\$7,770.00	\$7,770.00
9.264 Mbps	\$8,955.00	\$8,955.00	\$8,955.00	\$8,955.00	\$8,955.00	\$8,955.00
10.808 Mbps	\$10,135.00	\$10,135.00	\$10,135.00	\$10,135.00	\$10,135.00	\$10,135.00
					\$10,135.00	
12.352 Mbps	\$11,320.00	\$11,320.00	\$11,320.00	\$11,320.00	\$11,320.00	\$11,320.00

1. A Local ATM Port Interconnection Monthly Charge will apply to every Local ATM Access Port / Local ATM Port connected to a Domestic ATM PVC or to a Domestic FRS/ATM Interworking PVC. The Local ATM Port Interconnection Monthly Charge is in addition to the Local ATM Access Port Monthly Charge / Local ATM Port Monthly Charge.

Local ATM Port Interconnections are provided on an Individual Case Basis subject to the availability of capacity.

**Local ATM PVCs - (Class "A" CBR PVCs): deduct 72% from prices posted below.**

Local ATM PVC* CIR	Peak Cell Rate (PCR)	Local ATM CBR PVC - Monthly Charges <sup>1,2</sup>					
		Service Region 1	Service Region 2	Service Region 3	Service Region 4	Service Region 5	Service Region 6
		LATAs	LATAs	LATAs	LATAs	LATAs	LATAs
		128	320	422	520	628	722
		130	324	438	524	644	726
		132	336	458	552	656	730
		224	340	460	560	660	732
		228	356	470		666	
		234	358	472		672	
		236	922	474		674	
		238		476			
		920		952			
56 Kbps	149	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
64 Kbps	176	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
128 Kbps	350	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
192 Kbps	524	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
256 Kbps	698	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
320 Kbps	873	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
384 Kbps	1,047	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
448 Kbps	1,221	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
512 Kbps	1,395	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
576 Kbps	1,569	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
640 Kbps	1,744	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
704 Kbps	1,918	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
768 Kbps	2,092	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
832 Kbps	2,266	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
896 Kbps	2,441	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
960 Kbps	2,615	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1024 Kbps	2,789	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1088 Kbps	2,963	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1152 Kbps	3,137	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1216 Kbps	3,312	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1280 Kbps	3,486	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1344 Kbps	3,660	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1408 Kbps	3,834	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1472 Kbps	4,009	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1536 Kbps	4,183	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1544 Kbps	4,215	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1600 Kbps	4,290	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
1664 Kbps	4,462	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
1728 Kbps	4,633	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
1792 Kbps	4,805	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
1856 Kbps	4,976	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
1920 Kbps	5,148	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00
1984 Kbps	5,319	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00
2.048 Mbps	5,491	\$82.00	\$82.00	\$82.00	\$82.00	\$82.00	\$82.00
3.088 Mbps	8,278	\$124.00	\$124.00	\$124.00	\$124.00	\$124.00	\$124.00
4.096 Mbps	10,980	\$164.00	\$164.00	\$164.00	\$164.00	\$164.00	\$164.00
4.632 Mbps	12,320	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00
5.376 Mbps	16,426	\$215.00	\$215.00	\$215.00	\$215.00	\$215.00	\$215.00
6.144 Mbps	16,470	\$246.00	\$246.00	\$246.00	\$246.00	\$246.00	\$246.00
6.176 Mbps	16,555	\$247.00	\$247.00	\$247.00	\$247.00	\$247.00	\$247.00
7.720 Mbps	20,532	\$309.00	\$309.00	\$309.00	\$309.00	\$309.00	\$309.00
8.192 Mbps	21,959	\$328.00	\$328.00	\$328.00	\$328.00	\$328.00	\$328.00
9.264 Mbps	24,639	\$371.00	\$371.00	\$371.00	\$371.00	\$371.00	\$371.00
10.240 Mbps	27,448	\$410.00	\$410.00	\$410.00	\$410.00	\$410.00	\$410.00
10.808 Mbps	28,745	\$432.00	\$432.00	\$432.00	\$432.00	\$432.00	\$432.00
12.288 Mbps	32,938	\$492.00	\$492.00	\$492.00	\$492.00	\$492.00	\$492.00
12.352 Mbps	33,109	\$494.00	\$494.00	\$494.00	\$494.00	\$494.00	\$494.00
15 Mbps	40,207	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
20 Mbps	53,609	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
25 Mbps	67,010	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

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# Local ATM PVCs - (Class "A" CBR PVCs) – Continued

Local ATM PVC* CIR	Peak Cell Rate (PCR)	Local ATM CBR PVC - Monthly Charges <sup>1,2</sup>					
		Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
		128	320	422	520	628	722
		130	324	438	524	644	726
		132	336	458	552	656	730
		224	340	460	560	660=Utah	732
		228	356	470		666	
		234	358	472		672	
		236	922	474		674	
		238		476			
		920		952			
30 Mbps	80,412	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
35 Mbps	93,814	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
40 Mbps	107,216	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
45 Mbps	120,617	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00

- In addition to the above monthly charge, a Local ATM PVC Installation Charge is \$25.00.
  - A PVC Change Charge of \$25.00 will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR, or change a Local PVC to a Domestic PVC or a Domestic PVC to a Local PVC, where allowed, at any time during the Service Period of this Attachment.
- \* Local ATM PVCs are provided on an Individual Case Basis subject to the availability of capacity.

# Local ATM PVCs - (Class "C" VBR-NRT PVCs): deduct 72% from prices posted below.

Local ATM PVC* CIR	Sustained Cell Rate (SCR)	Local ATM VBR PVC - Monthly Charges <sup>1,2</sup>					
		Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
		128	320	422	520	628	722
		130	324	438	524	644	726
		132	336	458	552	656	730
		224	340	460	560	660=Utah	732
		228	356	470		666	
		234	358	472		672	
		236	922	474		674	
		238		476			
		920		952			
4 Kbps	11	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
8 Kbps	21	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
16 Kbps	42	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
32 Kbps	84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
48 Kbps	125	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
56 Kbps	146	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
64 Kbps	167	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
128 Kbps	334	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
192 Kbps	500	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
256 Kbps	667	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
320 Kbps	834	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
384 Kbps	1,000	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
448 Kbps	1,167	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
512 Kbps	1,334	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
576 Kbps	1,500	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
640 Kbps	1,667	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
704 Kbps	1,834	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
768 Kbps	2,000	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
832 Kbps	2,167	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
896 Kbps	2,334	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
960 Kbps	2,500	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1088 Kbps	2,834	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1152 Kbps	3,000	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1216 Kbps	3,167	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1280 Kbps	3,334	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1344 Kbps	3,500	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1408 Kbps	3,667	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1472 Kbps	3,834	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

# Local ATM PVCs - (Class "C" VBR NRT PVCs) - Continued

Local ATM PVC* CIR	Sustained Cell Rate (SCR)	Local ATM VBR PVC - Monthly Charges <sup>1,2</sup>					
		Service Region 1 LATAs	Service Region 2 LATAs	Service Region 3 LATAs	Service Region 4 LATAs	Service Region 5 LATAs	Service Region 6 LATAs
		128	320	422	520	628	722
		130	324	438	524	644	726
		132	336	458	552	656	730
		224	340	460	560	660=Utah	732
		228	356	470		666	
		234	358	472		672	
		236	922	474		674	
		238		476			
		920		952			
1500 Kbps	3,907	\$20.0	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1536 Kbps	4,000	\$20.0	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1544 Kbps	4,021	\$20.0	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
2 Mbps	5,209	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
3 Mbps	7,813	\$60.0	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
4 Mbps	10,417	\$80.0	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
5 Mbps	13,021	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
6 Mbps	15,625	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
7 Mbps	18,230	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
8 Mbps	20,834	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00
9 Mbps	23,438	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00
10 Mbps	26,042	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
12 Mbps	31,250	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00
15 Mbps	39,063	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
20 Mbps	52,084	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
25 Mbps	65,105	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
30 Mbps	78,125	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
35 Mbps	91,146	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
40 Mbps	104,167	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
45 Mbps	117,188	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
50 Mbps	130,209	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
55 Mbps	143,230	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
60 Mbps	156,250	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
65 Mbps	169,271	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
70 Mbps	182,292	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
75 Mbps	195,313	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
80 Mbps	208,334	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
85 Mbps	221,355	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
90 Mbps	234,375	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
95 Mbps	247,396	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
100 Mbps	260,417	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
105 Mbps	273,438	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
110 Mbps	286,459	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
115 Mbps	299,480	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00

1. In addition to the above monthly charge, a Local ATM PVC Installation Charge is \$25.00.
  2. A PVC Change Charge of \$25.00 will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR, or change a Local PVC to a Domestic PVC or a Domestic PVC to a Local PVC, where allowed, at any time during the Service Period of this Attachment.
- \* Local ATM PVCs are provided on an Individual Case Basis subject to the availability of capacity.

## Local FRS/ATM Interworking Access Port

The CUSTOMER's undiscounted recurring and nonrecurring charges for Local FRS/ATM Interworking Access Ports, if any, shall be the same as the undiscounted recurring and nonrecurring charges for Regional Frame Relay Access Ports in the respective State/LATA as specified in the State PUC Tariffs for Regional Frame Relay Service. When the service components are ordered together as a unit at the same location, the CUSTOMER will be for any Local FRS/ATM Interworking Access Port consisting of one Local FRS Port, one Access Connection, one Generic Digital Local Channel, and one Access Coordination Function in lieu of the individual service component charges in the Metropolitan Areas and LATAs.

The Discount applicable to the undiscounted recurring Local FRS/ATM Interworking charges shall be as stated in this ATM Attachment.

## Local FRS/ATM Interworking PVC

The CUSTOMER's undiscounted recurring and nonrecurring charges for Local FRS/ATM Interworking PVCs (Symmetrical), if any, shall be the same as the undiscounted recurring and nonrecurring charges for Regional Frame Relay PVCs (Symmetrical) in the respective State/LATA as specified in the State PUC Tariffs for Regional Frame Relay Service.

The Discount applicable to the undiscounted recurring Local FRS/ATM Interworking charges shall be as stated in this ATM Attachment.

## AT&T DOMESTIC ATM

AT&T ATM Service provides customers with the ability to integrate voice, video, data and multimedia applications onto a single network. It supports high-speed data applications, with the benefits of the minimum delay and delay-variability required for video and voice applications, all on a single infrastructure.

**RATES -- DOMESTIC ATM PRICING: deduct 72% from prices posted below.**

### Domestic ATM Ports

Domestic ATM Port Type / Speed	Domestic ATM Port Monthly Charge <sup>1,2</sup>
DS1 (1544 Kbps)	\$3,195.00
DS3 (44.736 Mbps)	\$8,700.00
OC3 (155.520 Mbps)	\$23,900.00
OC12 (622 Mbps) *	\$71,700.00

### Domestic Inverse Multiplexing for ATM (IMA) Ports

Domestic ATM Port Type / Speed	Domestic ATM Port Monthly Charge <sup>1,2</sup>
3.088 Mbps	\$3,800.00
4.632 Mbps	\$4,420.00
6.176 Mbps	\$5,130.00
7.720 Mbps	\$5,785.00
9.264 Mbps	\$6,390.00
10.808 Mbps	\$7,100.00
12.352 Mbps	\$7,795.00

- In addition to the above monthly charge, a Port Installation Charge is \$1,000.00.
- A Port Change Charge of \$100.00 will apply for each change to a port speed. During the Service Period, CUSTOMER may request to increase or decrease a port speed at any time after the service date of that port.
- Domestic ATM OC12 Port is provided on an Individual Case Basis subject to the availability of capacity.

### Domestic ATM PVCs - (Class "A" CBR PVCs)

Domestic ATM PVC CIR	Peak Cell Rate (PCR)	Domestic ATM PVC Monthly Charge <sup>1,2</sup>
56 Kbps	149	\$218.00
64 Kbps	176	\$249.00
128 Kbps	350	\$399.00
192 Kbps	524	\$601.00
256 Kbps	698	\$800.00
320 Kbps	873	\$999.00
384 Kbps	1,047	\$1,198.00
448 Kbps	1,221	\$1,399.00
512 Kbps	1,395	\$1,598.00
576 Kbps	1,569	\$1,797.00
640 Kbps	1,744	\$1,998.00
704 Kbps	1,918	\$2,196.00
768 Kbps	2,092	\$2,397.00
832 Kbps	2,266	\$2,595.00
896 Kbps	2,441	\$2,796.00
960 Kbps	2,615	\$2,995.00
1024 Kbps	2,789	\$3,194.00
1088 Kbps	2,963	\$3,292.00
1152 Kbps	3,137	\$3,378.00
1216 Kbps	3,312	\$3,452.00
1280 Kbps	3,486	\$3,514.00
1344 Kbps	3,660	\$3,565.00
1408 Kbps	3,834	\$3,603.00
1472 Kbps	4,009	\$3,630.00
1536 Kbps	4,183	\$3,644.00
1544 Kbps	4,215	\$3,645.00
1600 Kbps	4,290	\$3,748.00
1664 Kbps	4,462	\$3,897.00

Domestic ATM PVC CIR	Peak Cell Rate (PCR)	Domestic ATM PVC Monthly Charge <sup>1,2</sup>
1728 Kbps	4,633	\$4,047.00
1792 Kbps	4,805	\$4,198.00
1856 Kbps	4,976	\$4,347.00
1920 Kbps	5,148	\$4,497.00
1984 Kbps	5,319	\$4,647.00
2.048 Mbps	5,491	\$4,797.00
3.088 Mbps	8,278	\$7,091.00
4.096 Mbps	10,980	\$8,991.00
4.632 Mbps	12,320	\$9,960.00
5.376 Mbps	16,426	\$11,018.00
6.144 Mbps	16,470	\$12,489.00
6.176 Mbps	16,555	\$12,616.00
7.720 Mbps	20,532	\$14,727.00
8.192 Mbps	21,959	\$15,419.00
9.264 Mbps	24,639	\$16,574.00
10.240 Mbps	27,448	\$17,304.00
10.808 Mbps	28,745	\$17,927.00
12.288 Mbps	32,938	\$18,400.00
12.352 Mbps	33,109	\$19,013.00
15 Mbps	40,207	\$19,762.00
20 Mbps	53,609	\$26,349.00
25 Mbps	67,010	\$32,938.00
30 Mbps	80,412	\$39,525.00
34.368 Mbps	92,120	\$45,137.00
35 Mbps	93,814	\$46,112.00
40 Mbps	107,216	\$52,534.00
44.736 Mbps	119,910	\$58,754.00

- In addition to the above monthly charge, a PVC Installation Charge is \$25.00.
- A PVC Change Charge of \$25.00 will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR at any time during the Service Period of this Attachment.

# Domestic ATM PVCs - (Class "C" VBR NRT PVCs)

Domestic ATM PVC CIR	Sustained Cell Rate (SCR)	Domestic ATM PVC Monthly Charge <sup>1,2</sup>
4 Kbps	11	\$23.00
8 Kbps	21	\$28.00
16 Kbps	42	\$39.00
32 Kbps	84	\$73.00
48 Kbps	125	\$104.00
56 Kbps	146	\$121.00
64 Kbps	167	\$126.00
128 Kbps	334	\$221.00
192 Kbps	500	\$335.00
256 Kbps	667	\$445.00
320 Kbps	834	\$557.00
384 Kbps	1,000	\$667.00
448 Kbps	1,167	\$844.00
512 Kbps	1,334	\$1,000.00
576 Kbps	1,500	\$1,139.00
640 Kbps	1,667	\$1,276.00
704 Kbps	1,834	\$1,413.00
768 Kbps	2,000	\$1,557.00
832 Kbps	2,167	\$1,702.00
896 Kbps	2,334	\$1,859.00
960 Kbps	2,500	\$2,001.00
1024 Kbps	2,667	\$2,149.00
1088 Kbps	2,834	\$2,157.00
1152 Kbps	3,000	\$2,178.00
1216 Kbps	3,167	\$2,197.00
1280 Kbps	3,334	\$2,206.00
1344 Kbps	3,500	\$2,249.00
1408 Kbps	3,667	\$2,273.00
1472 Kbps	3,834	\$2,290.00
1500 Kbps	3,907	\$2,322.00
1536 Kbps	4,000	\$2,364.00
1544 Kbps	4,021	\$2,370.00
1600 Kbps	4,167	\$2,396.00

Domestic ATM PVC CIR	Sustained Cell Rate (SCR)	Domestic ATM PVC Monthly Charge <sup>1,2</sup>
1664 Kbps	4,334	\$2,422.00
1728 Kbps	4,500	\$2,428.00
1792 Kbps	4,667	\$2,444.00
1856 Kbps	4,834	\$2,469.00
1920 Kbps	5,000	\$2,489.00
1984 Kbps	5,167	\$2,522.00
2 Mbps	5,209	\$2,525.00
2,048 Mbps	5,334	\$2,570.00
3 Mbps	7,813	\$2,663.00
4 Mbps	10,417	\$3,551.00
5 Mbps	13,021	\$4,439.00
6 Mbps	15,625	\$5,327.00
7 Mbps	18,230	\$6,214.00
8 Mbps	20,834	\$7,102.00
9 Mbps	23,438	\$7,990.00
10 Mbps	26,042	\$8,878.00
15 Mbps	39,063	\$13,316.00
20 Mbps	52,084	\$17,755.00
25 Mbps	65,105	\$22,195.00
30 Mbps	78,125	\$26,634.00
35 Mbps	91,146	\$31,072.00
40 Mbps	104,167	\$35,512.00
45 Mbps	117,188	\$39,950.00
50 Mbps	130,209	\$44,389.00
55 Mbps	143,230	\$48,827.00
60 Mbps	156,250	\$53,241.00
65 Mbps*	169,271	\$57,705.00
70 Mbps*	182,292	\$62,144.00
80 Mbps*	208,334	\$71,022.00
90 Mbps*	234,375	\$79,900.00
100 Mbps*	260,417	\$88,778.00
135 Mbps*	351,563	\$119,851.00

1. In addition to the above monthly charge, a PVC Installation Charge is **\$25.00**.
  2. A PVC Change Charge of **\$25.00** will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR at any time during the Service Period of this Attachment.
- \* Domestic ATM-VBR-NRT PVC speeds over 65 Mbps are provided on an Individual Case Basis subject to the availability of capacity.



**Domestic ATM PVCs - (Class "B" VBR RT PVCs)**

Prices listed below are for 2-way bi-directional (duplex).

Domestic ATM PVC CIR	Peak Cell Rate (PCR)	Domestic ATM PVC Monthly Charge <sup>1,2</sup>
64 Kbps	176	\$174.00
128 Kbps	350	\$279.00
192 Kbps	524	\$421.00
256 Kbps	698	\$560.00
320 Kbps	873	\$699.00
384 Kbps	1,047	\$839.00
448 Kbps	1,221	\$979.00
512 Kbps	1,395	\$1,119.00
576 Kbps	1,569	\$1,258.00
640 Kbps	1,744	\$1,399.00
704 Kbps	1,918	\$1,537.00
768 Kbps	2,092	\$1,678.00
832 Kbps	2,266	\$1,817.00
896 Kbps	2,441	\$1,957.00
960 Kbps	2,615	\$2,097.00
1024 Kbps	2,789	\$2,236.00
1088 Kbps	2,963	\$2,304.00
1152 Kbps	3,137	\$2,365.00
1216 Kbps	3,312	\$2,416.00
1280 Kbps	3,486	\$2,460.00
1344 Kbps	3,660	\$2,496.00
1408 Kbps	3,834	\$2,522.00
1472 Kbps	4,009	\$2,541.00
1536 Kbps	4,183	\$2,551.00
1544 Kbps	4,215	\$2,552.00
1600 Kbps	4,290	\$2,624.00

Domestic ATM PVC CIR	Peak Cell Rate (PCR)	Domestic ATM PVC Monthly Charge
1664 Kbps	4,462	\$2,728.00
1728 Kbps	4,633	\$2,833.00
1792 Kbps	4,805	\$2,939.00
1856 Kbps	4,976	\$3,043.00
1920 Kbps	5,148	\$3,148.00
1984 Kbps	5,319	\$3,253.00
2,048 Mbps	5,491	\$3,358.00
3,088 Mbps	8,278	\$4,964.00
4,096 Mbps	10,980	\$6,294.00
4,632 Mbps	12,320	\$6,972.00
5,376 Mbps	16,426	\$7,713.00
6,144 Mbps	16,470	\$8,742.00
6,176 Mbps	16,555	\$8,831.00
7,720 Mbps	20,532	\$10,309.00
8,192 Mbps	21,959	\$10,793.00
9,264 Mbps	24,639	\$11,602.00
10,240 Mbps	27,448	\$12,113.00
10,908 Mbps	28,745	\$12,549.00
12,288 Mbps	32,938	\$12,880.00
12,352 Mbps	33,109	\$13,309.00
15 Mbps	40,207	\$13,833.00
20 Mbps	53,609	\$18,444.00
25 Mbps	67,010	\$23,057.00
30 Mbps	80,412	\$27,668.00
34,368 Mbps	92,120	\$31,596.00
35 Mbps	93,814	\$32,278.00

1. In addition to the above monthly charge, a PVC Installation Charge is **\$25.00**.2. A PVC Change Charge of **\$25.00** will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR at any time during the Service Period of this Attachment.

### Domestic ATM Enterprise PVCs (IP Enabled ATM)

Domestic ATM Enterprise PVC CDR	Sustained Cell Rate (SCR)	Domestic ATM Enterprise PVC Monthly Charge <sup>1,2</sup>
4 Kbps	11	\$60.00
8 Kbps	21	\$74.00
16 Kbps	42	\$97.50
32 Kbps	84	\$178.60
48 Kbps	125	\$244.20
56 Kbps	146	\$275.40
64 Kbps	167	\$289.80
128 Kbps	334	\$466.95
192 Kbps	500	\$658.75
256 Kbps	667	\$847.50
320 Kbps	834	\$1,059.00
384 Kbps	1,000	\$1,272.00
448 Kbps	1,167	\$1,471.75
512 Kbps	1,334	\$1,664.60
576 Kbps	1,500	\$1,696.95
640 Kbps	1,667	\$1,833.00
704 Kbps	1,834	\$1,986.25
768 Kbps	2,000	\$2,079.60
832 Kbps	2,167	\$2,096.40
896 Kbps	2,334	\$2,164.30
960 Kbps	2,500	\$2,217.60
1024 Kbps	2,667	\$1,535.00
1088 Kbps	2,834	\$2,157.00
1152 Kbps	3,000	\$2,178.00
1216 Kbps	3,167	\$2,197.00
1280 Kbps	3,334	\$2,206.00

Domestic ATM Enterprise PVC CDR	Sustained Cell Rate (SCR)	Domestic ATM Enterprise PVC Monthly Charge <sup>1,2</sup>
1344 Kbps	3,500	\$2,273.00
1408 Kbps	3,667	\$2,290.00
1472 Kbps	3,834	\$2,322.00
1500 Kbps	3,907	\$2,364.00
1536 Kbps	4,000	\$2,370.00
1544 Kbps	4,021	\$2,396.00
1600 Kbps	4,167	\$2,422.00
1664 Kbps	4,334	\$2,428.00
1728 Kbps	4,500	\$2,444.00
1792 Kbps	4,667	\$2,469.00
1856 Kbps	4,834	\$2,489.00
1920 Kbps	5,000	\$2,522.00
1984 Kbps	5,167	\$2,525.00
2 Mbps	5,209	\$2,570.00
2.048 Mbps	5,334	\$2,663.00
3 Mbps	7,813	\$3,551.00
4 Mbps	10,417	\$4,439.00
5 Mbps	13,021	\$5,327.00
6 Mbps	15,625	\$6,214.00
7 Mbps	18,230	\$7,102.00
8 Mbps	20,834	\$7,990.00
9 Mbps	23,438	\$8,878.00
10 Mbps	26,042	\$13,316.00
15 Mbps*	39,063	\$17,755.00
20 Mbps*	52,084	\$22,195.00
25 Mbps*	65,105	\$44,389.00

1. In addition to the above monthly charge, a DATM-E PV\$2,249.00C Installation Charge is \$25.00.
2. A DATM-E PVC Change Charge of \$25.00 will apply for each change. CUSTOMER can request to increase or decrease a PVC CIR at any time during the Service Period of this Attachment.

\* DATM-E PVC speeds over 10 Mbps are provided on an Individual Case Basis subject to the availability of capacity.

### Domestic ATM Switch Diversity Options Pricing

Domestic ATM Switch Diversity Arrangement Port Type / Speed	Domestic ATM Switch Diversity Arrangement Port Monthly Charge <sup>1,2</sup>
DS1 (1544 Kbps)	\$125.00
DS3 (44.736 Mbps)	\$3,380.00
OC3 (155.520 Mbps)	\$10,135.00

Domestic ATM POP Diversity Arrangement Port Type / Speed	Domestic ATM POP Diversity Arrangement Port Monthly Charge <sup>1,2</sup>
DS1 (1544 Kbps)	\$235.00
DS3 (44.736 Mbps)	\$6,475.00
OC3 (155.520 Mbps)	\$19,425.00

1. A Diversity Arrangement Installation Charge applies for the configuration of each Port specified in either an ATM Switch Diversity Arrangement or an ATM POP Diversity Arrangement. This Diversity Arrangement Installation Charge is \$100.00 and is in addition to a Port Installation Charge.
2. An SDO Configuration Change Charge of \$100.00 will apply for each Port assignment change.

## **DOMESTIC FRS/ATM INTERWORKING PRICING**

### **Domestic FRS/ATM Interworking Access Ports**

The CUSTOMER's undiscounted recurring and nonrecurring charges for Domestic FRS/ATM Interworking Access Ports, if any, shall be the same as the undiscounted recurring and nonrecurring charges for Domestic Frame Relay Access Ports as specified in CUSTOMER's frame relay contract ("Frame Relay Contract" defined as the CUSTOMER's Voice/Data Service Order Attachment) covering Domestic Frame Relay Service.

When the service components are ordered together as a unit at the same location, the CUSTOMER will be billed for any Domestic FRS/ATM Interworking Access Port consisting of one Domestic FRS Port, one ASDS Access Connection, one Generic Digital Local Channel, and one Access Coordination Function in lieu of the individual service component charges.

The Discount applicable to the undiscounted recurring Domestic FRS/ATM Interworking charges shall be as stated in this ATM Attachment.

### **Domestic FRS/ATM Interworking Port**

The CUSTOMER's undiscounted recurring and nonrecurring charges for Domestic FRS/ATM Interworking Ports, if any, shall be the same as the undiscounted recurring and nonrecurring charges for Domestic Frame Relay Ports as specified in CUSTOMER's frame relay contract ("Frame Relay Contract" defined as the CUSTOMER's Voice/Data Service Order Attachment) and/or AT&T Business Service Guide for Domestic Frame Relay Service.

The Discount applicable to the undiscounted recurring Domestic FRS/ATM Interworking charges shall be as stated in this ATM Attachment.

### **Domestic FRS/ATM Interworking PVC**

The CUSTOMER's undiscounted recurring and nonrecurring charges for Domestic FRS/ATM Interworking PVCs (Symmetrical), if any, shall be the same as the undiscounted recurring and nonrecurring charges for Domestic Frame Relay PVCs (Symmetrical) as specified in CUSTOMER's Frame Relay Contract and/or AT&T Business Service Guide for Domestic Frame Relay Service.

The Discount applicable to the undiscounted recurring Domestic FRS/ATM Interworking charges shall be as stated in this ATM Attachment.

### **AT&T ATM Disaster Recovery Options Pricing**

During the Service Period, the following charges will apply for all CUSTOMER's locations in the contiguous United States.

#### **Domestic ATM PVCs DRO Options**

Domestic ATM PVC CIR	BPVC Monthly Charge <sup>1,2</sup>
4 Kbps	\$22.00
8 Kbps	\$24.00
16 Kbps	\$26.00
32 Kbps	\$28.00
48 Kbps	\$31.00
56 Kbps	\$36.00
64 Kbps	\$38.00
128 Kbps	\$ 82.00
192 Kbps	\$125.00
256 Kbps	\$166.00
320 Kbps	\$208.00
384 Kbps	\$249.00
448 Kbps	\$315.00
512 Kbps	\$374.00
576 Kbps	\$425.00
640 Kbps	\$476.00
704 Kbps	\$528.00
768 Kbps	\$581.00
832 Kbps	\$635.00
896 Kbps	\$694.00
960 Kbps	\$747.00
1024 Kbps	\$803.00
1088 Kbps	\$806.00
1152 Kbps	\$814.00
1216 Kbps	\$821.00
1280 Kbps	\$825.00
1344 Kbps	\$840.00
1408 Kbps	\$849.00
1472 Kbps	\$856.00
1500 Kbps	\$868.00
1536 Kbps	\$885.00
1544 Kbps	\$886.00
1600 Kbps	\$895.00

Domestic ATM PVC CIR	BPVC Monthly Charge <sup>1,2</sup>
1664 Kbps	\$905.00
1728 Kbps	\$907.00
1792 Kbps	\$913.00
1856 Kbps	\$923.00
1920 Kbps	\$930.00
1984 Kbps	\$942.00
2 Mbps	\$943.00
2.048 Mbps	\$960.00
3 Mbps	\$995.00
4 Mbps	\$1,327.00
5 Mbps	\$1,659.00
6 Mbps	\$1,990.00
7 Mbps	\$2,322.00
8 Mbps	\$2,654.00
9 Mbps	\$2,986.00
10 Mbps	\$3,317.00
15 Mbps	\$4,976.00
20 Mbps	\$6,634.00
25 Mbps	\$8,293.00
30 Mbps	\$9,952.00
35 Mbps	\$11,610.00
40 Mbps	\$13,269.00
45 Mbps	\$14,928.00
50 Mbps	\$16,586.00
55 Mbps	\$18,245.00
60 Mbps	\$19,894.00
65 Mbps	\$21,562.00
70 Mbps	\$23,221.00
80 Mbps	\$26,538.00
90 Mbps	\$29,856.00
100 Mbps	\$33,173.00
135 Mbps	\$44,784.00

1. Domestic ATM-DRO PVC Installation Charges – An Installation Charge is \$150.00 for any Domestic ATM-DRO PVC.
2. Domestic ATM-DRO PVC CIR Change Charge - A CUSTOMER can request to increase or decrease Domestic ATM-DRO PVC CIR at any time after the service date for that ATM-DRO PVC but not during a Domestic ATM-DRO activation attempt. A Domestic ATM-DRO PVC CIR Change Charge of \$150.00 will apply for each change to the Domestic ATM-DRO PVC CIR.

A change of the physical location of the CUSTOMER's Premises that requires a change to an existing Domestic ATM or FRS/ATM Interworking Port connection requires the discontinuance and re-installation of the Domestic ATM-DRO PVCs involved.

#### **Domestic FRS/ATM Interworking PVCs DRO Options (DRO= Disaster Recover Operations)**

The CUSTOMER's undiscounted recurring and nonrecurring charges for Domestic FRS/ATM Interworking PVCs DRO Options, if any, shall be the same as the undiscounted recurring and nonrecurring charges for Domestic Frame Relay PVCs DRO Options as specified in CUSTOMER's Frame Relay Contract and/or AT&T Business Service Guide for Domestic Frame Relay Service. The following PVC CIRs are available for Domestic FRS/ATM Interworking DRO: 4 Kbps, 8 Kbps, 16 Kbps, 32 Kbps, 48 Kbps, 56 Kbps, 64 Kbps, 128 Kbps, 192 Kbps, 256 Kbps, 320 Kbps, 384 Kbps, 448 Kbps, 512 Kbps, 576 Kbps, 640 Kbps, 704 Kbps, 768 Kbps, 832 Kbps, 896 Kbps, 960 Kbps, 1024 Kbps, 1536 Kbps, 2 Mbps, 3 Mbps, 4 Mbps, 5 Mbps, 6 Mbps, 7 Mbps, 8 Mbps, 9 Mbps, and 10 Mbps. (A change of the physical location of the CUSTOMER's Premises that requires a change to an existing Domestic ATM or FRS/ATM Interworking Port connection requires the discontinuance and re-installation of the FRS/ATM Interworking-DRO PVCs involved.)

The Discount applicable to the undiscounted recurring Domestic FRS/ATM Interworking Service charges shall be as stated in this ATM Attachment.



## Enhanced DSL Access to Frame Relay Service Pricing

During the Service Period, the Enhanced DSL Access to Frame Relay Service will apply the following DSL Access Port Charges.

Note: Enhanced DSL Access to Frame Relay Service is available on a limited geographic basis in the Contiguous United States. In addition, access is limited by distance from the CUSTOMER premises to the local exchange carriers serving wire center. The maximum port rate available degrades by this distance. The maximum distance from the CUSTOMER premises to the Local Exchange Carrier's serving wire center is approximately 18,000 feet. Even if the distance is less than 18,000 feet, other environmental and/or technical factors may preclude the provisioning of Service.

### **DSL Access Port Charges**

<b>DSL Access Port Speed</b>	<b>DSL Access Port Monthly Charge<sup>1, 2, 3, 4</sup></b>
128 Kbps	\$ 165.00
256 Kbps	\$ 220.00
384 Kbps	\$ 270.00
768 Kbps	\$ 355.00
1000 Kbps (1.0 Mbps)	\$ 440.00
1500 Kbps (1.5 Mbps)	\$ 565.00

1. DSL Access Port Monthly Charge includes one DSL Port, one DSL Modem, and the access facility from the CUSTOMER premises to an AT&T Central Office providing Frame Relay Service or ATM Service, as applicable.
2. The DSL Access Port Installation Charge is \$1,000.00 for any DSL Access Port. The DSL Access Port Installation Charge is waived for any DSL Access Port that remains in place for at least twenty-four (24) months. If a Port does not remain in place for twenty-four (24) months, as a result of termination of this Attachment or for any other reason, the Port Installation Charge will be billed.
3. CUSTOMER can request to increase or decrease a port speed at any time after the service date for that DSL Access Port. A Port Change Charge of \$100.00 will apply for each change.
4. CUSTOMER may cancel an order for the Installation of a DSL Access Port at any time prior to the Due Date for that DSL Access Port. An order cannot be cancelled on the Due Date. An order is considered to be canceled when AT&T receives written notice from CUSTOMER of cancellation. Such notice cannot be retroactive. There is no Cancellation Charge if the notice of cancellation is received by AT&T at least thirty (30) calendar days prior to the Due Date. If the notice of cancellation is received by AT&T less than thirty (30) calendar days prior to the Due Date, the Cancellation Charge of \$500.00 will apply.

### **Time and Materials Charges**

Activities performed outside of the standard Service description specified in this Attachment, including, but not limited to, installations, maintenance and repair performed outside of normal business hours, and technician dispatch due to CUSTOMER's misconfiguration of the DSL Modem or CPE, will be charged at the rate of \$250.00 per hour.

State of Utah Contract # 1581 for Data Communication Services

**INTERNET -- DIAL UP SERVICES**

**Contacts:**

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**Bryan Arnett**  
Client Business Manager  
801-568-3214  
[bdarnett@att.com](mailto:bdarnett@att.com)

**AT&T CORPORATE DIAL Overview**

AT&T Business Internet Services provides high performance analog internet access V.90 with dial access speeds up to 56K available in selected ISDN locations. This worldwide service satisfies today's global marketplace by providing:

**Local dial access from more than 880 U.S. cities**  
**Global Roaming with more than 2,400+ POPs managed by AT&T in 59 countries**  
**Network authentication via single user IDs valid worldwide**  
**World-class help desk customer support 24 hours a day**  
**POP3 mail, Webmail, Spam control and email forwarding**

AT&T Business Internet Services provide an Internet access kit that includes an AT&T dialer, an Internet mail client and a World Wide Web browser to enable customers to access the Internet from their homes or offices worldwide. The Internet access kit features an industry-leading Web browser to enhance navigation and email access. Software can be remotely configured, and recent updates can be easily downloaded, including dialer enhancements, local-dial access numbers and modem lists to keep Internet access service up-to-date.

AT&T Business Internet Services supports the remote access requirements of both mobile and virtual office users with analog dial access to the Internet

**STATE OF UTAH**  
**Enterprise Plan Summary**

	<b>PER</b>	<b>CHARGE</b>
User ID, Monthly	User ID	<b>\$18.95</b>
Local dial access after 150 Hrs.	Hour	\$ 1.50*
"800" number dial access surcharge	Hour	\$ 6.00*
ISDN Local Access Surcharge	Hour	\$ 1.00*
ISDN "800" number dial access surcharge	Hour	\$ 6.00*
Custom mail domain registration	Domain	\$100.00*
Personal 10 megabytes of Web space, monthly	User ID	\$ 5.00*
Out of region roaming charges	Hour	\$ 4.80*
Extended roaming region A surcharge	Hour	\$ 4.95*
Extended roaming region B surcharge	Hour	\$ 12.95*
Account Support Monthly Base Charge		WAIVED

## Internet: DSL SERVICE

### AT&T DIGITAL SUBSCRIBER LINE

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### Service Overview

AT&T DSL (Digital Subscriber Line) Internet Service employs technology capable of broadband access over conventional telephone lines. DSL technology achieves speeds from 144 Kbps to 1.5 Mbps at much lower costs since standard telephone lines (copper twisted-pair) are used instead of a dedicated local loop from the ILEC necessary for private line service.

DSL technology is available in several varieties. The type of access technology depends on a customer's bandwidth requirements and on the physical distance between the business and the central office. The maximum speed possible on a loop varies inversely with the length of the local loop. The greater the length of the loop, the smaller the data speed. AT&T DSL Internet Service utilizes SDSL, ADSL and IDSL access technologies:

- **SDSL (Symmetric Digital Subscriber Line)**  
SDSL provides speeds up to 1.5 Mbps for downstream and upstream. The distance from the customer's location to the central office affects the maximum possible speed. Up to 29 Static IPs; 29 devices can be attached to MU Service.
- **ADSL (Asymmetric Digital Subscriber Line)**  
ADSL provides downstream (network to customer) bandwidth larger than the upstream (customer to network) bandwidth. Like SDSL, the distance between the business and central office affects the maximum speeds. Single-Users will receive 1 Dynamic IP; only one device (computer) can be attached to Single-User service. ADSL is available at both Residential and Commercial locations.
- **IDSL (ISDN Digital Subscriber Line)**  
IDSL provides up to 144 Kbps transfer rates in each direction (similar to ISDN). This technology allows for longer distances between the customer's business location and the central office.

AT&T DSL Internet Service requires certain components to work. The end user must have a computer (PC or Macintosh) with an Ethernet Network Interface Card (NIC), 10 Base T Ethernet cable (provided by AT&T), a DSL modem/bridge or router, and a standard telephone line installed. ADSL Service shares an analog phone line, an additional phone line does not need to be installed.

AT&T DSL Internet Service offers three service types to meet business needs. All of these service types are available at residential and commercial locations.

- **ADSL – For Residential and Commercial Locations**

A high speed, always on Internet connection for a single computer possible using an existing phone line. Only ADSL uses an existing analog phone line, also known as line sharing.

- **Single-User IDSL**  
A high speed, always on Internet access for a single computer, allowing for connections of locations at longer distances from the telephone company's central office. IDSL Service will need a separate phone line installed
- **Multi-User IDSL**  
A high speed, always on internet connection for multiple PCs (up to 29) allowing for connections of locations at longer distances from the telephone company's central office. IDSL Service will need a separate phone line installed.
- **Multi-User SDSL**  
A high speed, always on internet connection for multiple PCs (up to 29) available with SDSL technology, which enables equal speeds downstream and upstream. SDSL Service will need a separate phone line installed.

## AT&T DSL Access Bandwidth and Monthly Service Fee

### Schedule I. AT&T DSL Internet Service—Access Bandwidth\* and Monthly Service Fee

#### A. Multi-User Service

*Multi-User Symmetric DSL ("SDSL") Only*

Bandwidth (Downstream/Upstream)	Multi-User
144/144 Kbps	\$ 142.95
192/192 Kbps	\$ 142.95
384/384 Kbps	\$ 189.95
768/768 Kbps	\$ 256.45
1.1/1.1 Mbps	\$ 332.45
1.5/1.5 Mbps	\$ 379.95

#### B. Single-User Service

*Single-User Asymmetric DSL ("ADSL") Only*

Bandwidth (Downstream/Upstream)	Single-User ADSL
608/128 Kbps	\$ 54.95
1.5 Mbps/384 Kbps	\$ 79.95

*Single-User 144K IDSL Only*

Bandwidth (Downstream/Upstream)	Single-User 144K
144/144 Kbps	\$ 99.95

### Schedule II. Customer Premises Equipment ("CPE") Purchase Price

Type of CPE/Service	Price
Modem Purchase (Single-User ADSL)	\$ 225
DSL Router Purchase (Multi-User and Single-User 144K)	\$ 450



### Schedule III. Service Support Charges

#### A. Managed Option

Options and Features	Charges
Option	\$ 20 Monthly (Single-user - ADSL) \$ 40 Monthly (Multi-user and Single-User 144K)
Domain Name Hosting* (For Multi-User) Service only - Primary DNS only- Secondary only DNS not available)	\$ 15 Monthly
DNS Setup (Multi-User Only)	\$ 25 one time charge
E-Mail Boxes **	\$ 5 monthly per mail box
<b>Activation Charge</b> <ul style="list-style-type: none"> <li>• All Multi-User Bandwidths and Multi-User &amp; Single-User ISDL 144/144 Customers</li> <li>• ADSL Line Shared Single-User Customers - Self-Install - No install fees</li> <li>• Professional Installation</li> </ul>	\$600 one time charge for Multi-User and Single-Use ISDL Service  \$300 One time charge for Single-User ADSL Service <b>(Waived thru 12/31/02)</b>  \$175 will be applied to those customers requesting a technician installation or are ineligible for self-installation. Ineligibility for self-install would be customers having six or more devices on the phone line OR a burglar alarm, TDD, etc.)
Service Repair/Field Technician Dispatch (Non-managed only)	\$ 100 per visit
Upgrade of Service bandwidth (excludes any charge that may apply for change in DSL technology)	No charge
Downgrade of Service bandwidth (excludes any charges that may apply for change in DSL technology)	Single-User \$ 100 Multi User \$ 250
Change from one DSL technology to another	CPE Charge, plus technician charge
Cancellation charge (early termination fee) - (after installation)	\$ 500 - Multi-User Service \$ 200 - Single-User Service (or the remaining monthly charges, whichever is less)
Moving from one location to another	Single-User \$150 Multi-User \$300

\*Additional Fees payable to the Domain Name Registry: \$70 for the first two years and \$35/year thereafter; these fees are subject to change and will be charged at the rates in effect at the time a domain name is registered.

\*\* AT&T, may, on notice to customer, elect to provide and/or bill for mailboxes as a separate service instead of as an option of this Service.

# State of Utah Contract #AR1581 for Data Communications Services

## INTERNET

### Contact:

Rick Mandahl, 801-237-1094 [mandahl@att.com](mailto:mandahl@att.com)

Bryan Arnett, 801-568-3214 [bdarnett@att.com](mailto:bdarnett@att.com)

### State of Utah PRICING:

Discounts apply to MIS Basic or Plus, any port speed and to flat rate, burstable or HiCap Flex prices.

#### MIS Ports

MIS Port discount = 60% for 56K; 65% DISCOUNT for 128K to OC-12  
Tele-install is waived, but on-site installation charges apply.

#### MIS Access

T1.5 - flat rate of \$265 as long as local channel miles are 30 or less  
T-45, OC-3, OC-12 ACCESS TO BE QUOTED INDIVIDUALLY.

T1.5 and T45 access installation is waived. OC-X access installation TBD, per case basis.

RATES QUOTED BELOW ARE LIST: APPLY THE ABOVE DISCOUNTS TO ARRIVE AT STATE of UTAH PRICING FROM AT&T GOVERNMENT MARKETS.

**MIS with Managed Router:** AT&T MIS with Managed Router provides managed "end-to-end" connectivity to the Internet with features and support designed for customers who prefer complete vendor-provided solutions for their designated connectivity needs. Local access must be purchased separately. Note: All OC-X opportunities must be pre-qualified.

**MIS:** For customers who prefer to manage several elements of their IP service in-house and retain control of the premises equipment, we offer AT&T MIS without the Managed Router. With this offer, the customer is responsible for providing, configuring, installing, maintaining, and managing the premises equipment. Local access must be purchased separately. Note: All OC-X opportunities must be pre-qualified.

**Monthly Fee: FLAT RATE – other plans available, contact your AT&T representative**

Port Speed	MIS with Mgd Router	MIS	Private Line	Frame Relay	ATM T3	ATM OC3
56 Kbps	\$845	\$745	0	0		
128 Kbps	\$995	\$895	0	0		
256 Kbps	\$1,220	\$1,120	0	0		
384 Kbps	\$1,440	\$1,340	0	0		
512 Kbps	\$1,660	\$1,560	0	0		
768 Kbps	\$1,730	\$1,630	0	0		
1024 Kbps	\$1,800	\$1,700		0		
1.5 Mbps	\$1,970	\$1,870	0	0		
2 Mbps	\$2,850	\$2,350			0	0**
3 Mbps	\$3,900	\$3,400			0	0**
NxT1 - 3 Mbps	\$3,900	\$3,400	0			
4 Mbps	\$4,800	\$4,300			0	0**
NxT1 - 4.5 Mbps	\$4,900	\$4,400	0			
5 Mbps	\$5,000	\$4,500			0	0**
6 Mbps	\$5,500	\$5,000			0	0**
NxT1 - 6 Mbps	\$5,500	\$5,000	0			

Port Speed	MIS with Mgd Router	MIS	Private Line	Frame Relay	ATM T3	ATM OC3
7 Mbps	\$6,650	\$5,650			ø	ø**
8 Mbps	\$7,250	\$6,250			ø	ø**
9 Mbps	\$7,850	\$6,850			ø	ø**
10 Mbps	\$8,350	\$7,350	ø		ø	ø**
15 Mbps	\$10,850	\$9,850	ø		ø	ø**
20 Mbps	\$13,350	\$12,350	ø		ø	ø**
25 Mbps	\$15,900	\$14,900	ø		ø	ø**
30 Mbps	\$18,400	\$17,400	ø		ø	ø**
35 Mbps	\$20,950	\$19,950	ø		ø	ø
40 Mbps	\$23,450	\$22,450	ø		ø	ø
45 Mbps	\$26,000	\$25,000	ø			ø
60 Mbps	\$32,300	\$31,300				ø
155 Mbps	\$72,200	\$71,200	ø			
622 Mbps	\$207,800	\$202,800	ø*			
2.5 Gbps	\$794,000	\$784,000	ø			

ø= Available      ø\*= MIS with Managed Router available on an Individual Case Basis.

ø\*\* SINGLE PVC orders between 2-30 Mbps require the customer to have an existing ATM OC3 port.

## LEASED LINE

### State of Utah Contract AR-1581

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Bryan Arnett

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### AT&T Prices for Leased Line Services (private line) – statewide availability, facilities dependent.

ACCUNET T1.5 Service provides for the transmission of 1.544 Mbps digital signals over terrestrial channels. ACCUNET T1.5 Service is furnished on a two-point basis.

This offer provides for ACCUNET T1.5 Service on an in-state basis for Utah public Sector customers.

### FLAT RATE T-1.5 Pricing

Service	Serving Offices	Per Circuit Monthly Charges	Per Circuit Installation Charges <sup>1</sup>
T1.5	Circuits in Utah within 50 miles of AT&T Office	\$340.00	\$1,500.00 waived*
T.5	Circuits in Utah over 50 miles of AT&T Office	\$500.00	\$1,500.00 waived*

- Installation charges waived provided service is used for at least one year.

### DS3:

ACCUNET T45 Service provides for the transmission of 44.736 Mbps digital signals on a two point basis only. ACCUNET T45 Service is configured by combining service components at designated AT&T Central Offices.

**DS3 and above: Case by case, available facilities dependent. Contact your AT&T representative.**

**WASATCH FRONT PRIVATE LINE (leased line): Case by Case basis  
AT&T Local Network Services (LNS) Solutions In Detail (leased line) –**

### 1. A Detailed Description



AT&T Local Private Line Services provide a dedicated high bandwidth circuit connecting two locations within a Local Access and Transport Area (LATA). AT&T provides the transmission path for private digital data lines at speeds up to 9.9 Gbps, supporting full duplex, point-to-point configurations.

With a local private line, AT&T can establish a point-to-point connection from your premise to another premise, to another carrier's point of presence (POP), to your disaster recovery center or to your ISP for Internet access.

AT&T Local Private Line Services are delivered over the nationwide AT&T Local Network Services (LNS) SONET backbone infrastructure and are designed to provide 99.9995% availability and to recover from outages within 50 milliseconds. This helps give you the protection and reliability you need.

## 2. Recommended Service Type

The available service choices are shown in the table below.

Type	Description	Speeds	Connectivity and Configuration
T1	Provides an economical solution for high-volume Local Private Line users.	<ul style="list-style-type: none"> <li>1.544 Mbps</li> </ul>	Connectivity Options: your company site to: <ul style="list-style-type: none"> <li>Another company site</li> <li>An IXC POP</li> <li>A Local Servicing Office (LSO) configuration</li> </ul> Configuration <ul style="list-style-type: none"> <li>Clear Channel Point-to-Point</li> <li>Multiplex to 24 DS-0 Channels</li> </ul>
T3	Brings fiber technology benefits to meet your business requirements for cost-effective, dedicated 45 Mbps facilities for high volume data and multimedia content.	<ul style="list-style-type: none"> <li>44.736 Mbps</li> </ul>	Connectivity Options: your company site to: <ul style="list-style-type: none"> <li>Another company site</li> <li>An IXC POP</li> <li>A Local Servicing Office (LSO) configuration</li> </ul> Configuration <ul style="list-style-type: none"> <li>Clear Channel Point-to-Point</li> <li>Multiplex to 28 DS-1 Channels</li> </ul>
OC-3c	OC-3c allows you to take full advantage of AT&T's highest capacity digital services.	<ul style="list-style-type: none"> <li>155 Mbps</li> </ul>	OC-3c provides local, point-to-point clear channel connections. The signal is not multiplexed before reaching its destination.
OC-12c	OC-12c allows you to take full advantage of AT&T's highest capacity digital services.	<ul style="list-style-type: none"> <li>622 Mbps</li> </ul>	OC-12c provides local, point-to-point clear channel connections. The signal is not multiplexed before reaching its destination.
OC-48c	OC-48c allows you to take full advantage of AT&T's highest capacity digital services.	<ul style="list-style-type: none"> <li>2.5 Gbps</li> </ul>	OC-48c provides local, point-to-point clear channel connections. The signal is not multiplexed before reaching its destination.
OC-192c	OC-192c allows you to take full advantage of AT&T's highest capacity digital services.	<ul style="list-style-type: none"> <li>9.9 Gbps</li> </ul>	OC-192c provides local, point-to-point clear channel connections. The signal is not multiplexed before reaching its destination.
STM-1	Provides clear unchannelized high bandwidth connectivity using non-U.S. standards (Synchronous Digital Hierarchy or SDH) between locations within a metropolitan area to connect to European Standard Interfaces.	<ul style="list-style-type: none"> <li>155 Mbps</li> </ul>	Connectivity Options: your company site to: <ul style="list-style-type: none"> <li>Another company site</li> <li>An AT&amp;T Local Network (LNS) node</li> <li>An access vendor site</li> <li>A non-AT&amp;T Inter-Exchange Carrier site</li> </ul>

STM-4	Provides clear unchannelized high bandwidth connectivity using non-U.S. standards (Synchronous Digital Hierarchy or SDH) between locations within a metropolitan area to connect to European Standard Interfaces.	<ul style="list-style-type: none"> <li>• 622 Mbps</li> </ul>	Connectivity Options: your company site to: <ul style="list-style-type: none"> <li>• Another company site</li> <li>• An AT&amp;T Local Network (LNS) node</li> <li>• An access vendor site</li> <li>• A non-AT&amp;T Inter-Exchange Carrier site</li> </ul>
Dedicated Entrance Facility (DEF)	Provides a high capacity dedicated communication path between your premises and the LNS Node, or between your premises and a designated premises using a two-node direct SONET interface configuration. (Without DEF, service runs over a shared SONET backbone.)	<ul style="list-style-type: none"> <li>• 155 Mbps</li> <li>• 622 Mbps</li> <li>• 2.5 Gbps</li> </ul>	If SONET facilities are not available, special construction charges may apply
AT&T Metropolitan Ethernet Services	Provides point-to-point, fixed bandwidth Ethernet transport, including Gigabit Ethernet transport based on the IEEE 802.3 Ethernet standards.	<ul style="list-style-type: none"> <li>• 50 Mbps</li> <li>• 150 Mbps</li> <li>• 300 Mbps</li> <li>• 600 Mbps</li> <li>• 1 Gbps</li> </ul>	Connectivity Options: your company site to: <ul style="list-style-type: none"> <li>• Another company site</li> <li>• An AT&amp;T Local Network (LNS) node</li> <li>• An access vendor site (ISP, ASP)</li> <li>• A non-AT&amp;T Inter-Exchange Carrier site</li> </ul>

### 3. Recommended Option(s)

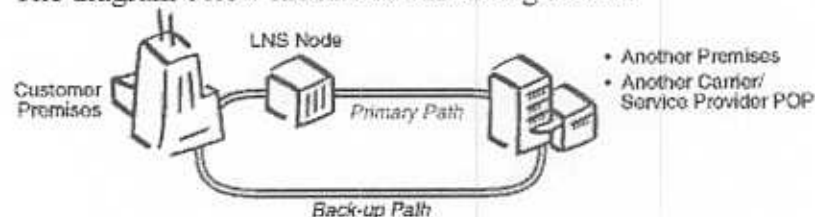
#### Co-location

Enables you to locate your equipment in the AT&T LNS central office (node) building for making easy access connections to the AT&T LNS network. Co-location includes engineering, furnishing and installing the space, power and communications hardware/cable, security, and other environmental requirements to support your requested design and specifications.

### 4. How The Solution Works / Network Technology

AT&T Local Private Line Services provides a dedicated point-to-point circuit connecting your location either to another local (within-LATA) location or to another carrier's or service provider's point of presence (POP). The circuit goes through an LNS node for visibility and then is dropped off at the destination location or POP. AT&T provisions the circuit in a SONET ring configuration for transport protection. If a fiber cut occurs on the primary path, the circuit automatically switches to the back-up path.

The diagram below illustrates this configuration.



## STATE OF UTAH

### CONTRACT AR-1581

#### AT&T FRAME RELAY SERVICES

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Services include LOCAL (intrastate) Frame Relay and DOMESTIC (interstate) Frame Relay services.

**ALL FRAME RELAY SERVICES ARE DISCOUNTED AT 72%:**  
You pay 28% of prices listed below.

#### LOCAL

##### What is AT&T Local Frame Relay Service?

AT&T Local Frame Relay Service is an efficient packet technology for handling data connectivity requirements between multiple locations within LATA boundaries. Local Frame Relay provides high performance on an end-to-end basis with low delay, low bit error rate, high reliability and availability. The service is optimally designed for those customers that require less than T-1 speeds from multiple locations within a single LATA. Customers with locations in several LATAs can also benefit from combining AT&T's Local and U.S. Frame Relay Services.

AT&T Local Frame Relay Service is provisioned on the premier AT&T U.S. Frame Relay network and provides the flexibility and performance needed now, while allowing an evolution to new networking technologies like ATM. Additionally, a key feature of Local Frame Relay Service is the ability to handle "bursty" traffic above the committed information rate (CIR). This ability to handle bursty traffic makes FRS a more cost-effective solution than private-lines.

LIST Price schedules for LOCAL FRAME are subject to change, but 72% discount remains constant for term of contract;

List price	Service Type	Speed	Rate
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	56 KBPS FRS PORT	\$222.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	64 KBPS FRS PORT	\$405.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	128 KBPS FRS PORT	\$494.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	256 KBPS FRS PORT	\$593.00

FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	384 KBPS FRS PORT	\$667.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	512 KBPS FRS PORT	\$692.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	768 KBPS FRS PORT	\$754.00
FRAME LOCAL	LOCAL ACCESS PORT: SERVICE REGION 5	1544 KBPS FRS PORT	\$791.00
FRAME LOCAL	LOCAL PORT CHANGE		\$100.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$800.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$800.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	LOCAL PORT INSTALLATION		\$1,000.00
FRAME LOCAL	PORT CANCELLATION		\$500.00
FRAME LOCAL	PORT DUE DATE CHANGE		\$500.00
FRAME LOCAL	PORT EXPEDITE		\$800.00
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	56 KBPS FRS PORT	\$2,997
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	64 KBPS FRS PORT	\$2,997
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	128 KBPS FRS PORT	\$2,755
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	256 KBPS FRS PORT	\$2,667
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	384 KBPS FRS PORT	\$2,601
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	512 KBPS FRS PORT	\$2,579
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	768 KBPS FRS PORT	\$2,524
FRAME LOCAL	PORT INTERCONNECTION: REGION 5	1544 KBPS FRS PORT	\$2,491
FRAME LOCAL	PVC CANCELLATION		\$40.00
FRAME LOCAL	PVC DUE DATE CHANGE		\$40.00
FRAME LOCAL	LOCAL PVC CHANGE		\$25.00
FRAME LOCAL	LOCAL PVC INSTALLATION		\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 2	32 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	4 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	8 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	16 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	32 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	48 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	56 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	64 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	128 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	192 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	256 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	320 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	384 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	448 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	512 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	576 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	640 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	704 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	768 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	832 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	896 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	960 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	1024 KBPS FRS PVC	\$25.00
FRAME LOCAL	LOCAL PVC: SERVICE REGION 5	1536 KBPS FRS PVC	\$25.00

## DOMESTIC

AT&T's Domestic Frame Relay Service is a global public data network based on a simplified form of packet switching in which synchronous frames of data are routed to specified destinations within a defined network. AT&T's offering is a premier service, running on a core Asynchronous Transfer Mode (ATM) backbone to ensure customers optimal reliability and security.

### DOMESTIC FRAME RELAY LIST PRICES ARE STABILIZED AT RATES DISPLAYED BELOW.

The Customer will receive the following discounts on the DSVPP-Eligible Service Components associated with the Services listed below:

<b>FRAME RELAY SERVICES</b>	<u>Discount</u>
<b>Frame Relay Service and Domestic Access Ports</b>	<b>72%</b>
ACCUNET Spectrum of Digital Service (ASDS) 64 kbps and below	17%
ACCUNET Spectrum of Digital Service (ASDS) 128 kbps and above	31%
ACCUNET T1.5 Service	49%
ACCUNET T45 Service	24%
ACCUNET Fractional T45 Service	49%
International ACCUNET 2.048 Mbps Service-Mexico	0%
ACCUNET SONET T155 Service	24%
SONET OC12 Service	24%
ACCUNET Generic Digital Access (GDA) 9.6/56/64 kbps	25%
Terrestrial 1.544 Mbps Local Channel Service	30%

#### AT&T Frame Relay Service - Domestic Access Port Charges

- The following rates are stabilized for the Attachment Term.

When the service components specified below are ordered together as a unit at the same location, the Customer will be billed the following in lieu of the individual service component charges:

Domestic Access Port (a Domestic Access Port consists of one Domestic Port, one Access Connection, one Digital Local Channel, and one Access Coordination Function). Domestic Access Ports are only available in the United States, Puerto Rico and the United States Virgin Islands.

Domestic Access Port	Domestic Access Port Monthly Charge	Domestic Access Port Installation Charge
1.544 Mbps	\$2,694.00	\$2,500.00



## AT&T Frame Relay Service – Ports and PVCs:

DEDUCT 72% of prices below to compute State of Utah Frame Relay pricing. (waivers: installation charges waived for DSVPP eligible FRS Domestic Access Ports provided services remain installed for > 1 year). Other waivers may apply, contact your representative.

### Port Charges Table

- The following rates apply in lieu of the corresponding rates set forth in the Service Guide, and are stabilized for the Attachment Term.

<u>Port Speed (bps)</u>	<u>Domestic Port Monthly Charge</u>	<u>Port Installation Charge</u>
56 k	\$ 395.00	\$ 800.00
64 k	\$ 405.00	\$ 800.00
128 k	\$ 680.00	\$1,000.00
192 k	\$ 860.00	\$1,000.00
256 k	\$1,000.00	\$1,000.00
320 k	\$1,160.00	\$1,000.00
384 k	\$1,310.00	\$1,000.00
448 k	\$1,430.00	\$1,000.00
512 k	\$1,580.00	\$1,000.00
576 k	\$1,590.00	\$1,000.00
640 k	\$1,700.00	\$1,000.00
704 k	\$1,780.00	\$1,000.00
768 k	\$1,860.00	\$1,000.00
1024 k	\$3,195.00	\$1,000.00
1544 k	\$3,195.00	\$1,000.00
45 M	\$8,700.00	\$1,000.00

<u>Port Speed (bps)</u>	<u>Additional Port Interconnection Monthly Charge</u>
56 k	\$2,495.00
64 k	\$2,495.00
128 k	\$2,260.00
192 k	\$2,115.00
256 k	\$2,000.00
320 k	\$1,870.00
384 k	\$1,755.00
448 k	\$1,655.00
512 k	\$1,535.00
576 k	\$1,435.00
640 k	\$1,345.00
704 k	\$1,265.00
768 k	\$1,205.00
1024 k	\$ 0.00
1544 k	\$ 0.00
45 M	\$ 0.00

### Domestic Port and Global Port Speed Change/Port Type Change Charge

- The following rates apply in lieu of the corresponding rates set forth in the Service Guide, and are stabilized for the Attachment Term.

per port speed change or port type change - \$100.00

- Permanent Virtual Circuits

Domestic PVC Charges Table

<u>PVC CIR (bps)</u>	<u>Asymmetrical PVC Monthly Charge</u>	<u>Symmetrical PVC Monthly Charge</u>
4 k	\$ 15.00	\$ 27.00
8 k	\$ 18.00	\$ 34.00
16 k	\$ 24.00	\$ 46.00
32 k	\$ 40.00	\$ 86.00
48 k	\$ 59.00	\$ 121.00
56 k	\$ 67.00	\$ 141.00
64 k	\$ 72.00	\$ 148.00
128 k	\$ 130.00	\$ 260.00
192 k	\$ 194.00	\$ 391.00
256 k	\$ 259.00	\$ 520.00
320 k	\$ 321.00	\$ 650.00
384 k	\$ 387.00	\$ 781.00
448 k	\$ 519.00	\$ 935.00
512 k	\$ 530.00	\$1,095.00
576 k	\$ 617.00	\$1,158.00
640 k	\$ 690.00	\$1,299.00
704 k	\$ 766.00	\$1,464.00
768 k	\$ 843.00	\$1,597.00
832 k	\$ 919.00	\$1,747.00
896 k	\$1,006.00	\$1,882.00
960 k	\$1,081.00	\$2,016.00
1024 k	\$1,162.00	\$2,150.00
1536 k	\$1,281.00	\$2,463.00
2 M	\$1,313.00	\$2,624.00
3 M	\$1,384.00	\$2,767.00
4 M	\$1,846.00	\$3,690.00
5 M	\$2,307.00	\$4,613.00
6 M	\$2,768.00	\$5,535.00
7 M	\$3,229.00	\$6,457.00
8 M	\$3,690.00	\$7,379.00
9 M	\$4,151.00	\$8,302.00
10 M	\$4,613.00	\$9,225.00

Domestic PVC Installation Charge  
Domestic PVC CIR Change Charge

Per PVC  
\$25.00  
\$25.00

**AT&T Frame Relay Service**

**Enterprise Permanent Virtual Circuits**

- The following rates apply in lieu of the corresponding rates set forth in the Service Guide, and are stabilized for the Attachment Term.

Enterprise PVC Recurring Charges Table

<u>Enterprise PVC CDR Kbps</u>	<u>Symmetrical Enterprise PVC Monthly Charge</u>
4	\$ 60.00
8	\$ 74.00
16	\$ 97.00
32	\$ 179.00
48	\$ 244.00
56	\$ 275.00

64	\$ 290.00
128	\$ 467.00
192	\$ 659.00
256	\$ 848.00
320	\$ 1,059.00
384	\$ 1,272.00
448	\$ 1,472.00
512	\$ 1,665.00
576	\$ 1,697.00
640	\$ 1,833.00
704	\$ 1,986.00
768	\$ 2,080.00
832	\$ 2,096.00
896	\$ 2,164.00
960	\$ 2,218.00
1024	\$ 1,535.00
1536	\$ 2,463.00
2000	\$ 2,624.00
3000	\$ 2,767.00
4000	\$ 3,690.00
5000	\$ 4,613.00
6000	\$ 5,535.00
7000	\$ 6,457.00
8000	\$ 7,379.00
9000	\$ 8,302.00
10000	\$ 9,225.00

Enterprise PVC CDR Change Charge  
Enterprise PVC Installation Charge

Per PVC  
\$25.00  
\$275.00

FOR QUESTIONS OR ASSISTANCE WITH NETWORK DESIGN CONTACT YOUR AT&T GOVERNMENT SOLUTIONS TEAM or AUTHORIZED AT&T ALLIANCE PARTNER